

U.S. Department of Justice  
Washington, DC 20530

**Exhibit A to Registration Statement**  
**Pursuant to the Foreign Agents Registration Act of**  
**1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant  VHB Engineering, Surveying and Landscape Architecture, P.C., the New York affiliate of Vanasse Hangen Brustlin, Inc., a Massachusetts corporation.	2. Registration No.  6157
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3. Name of Foreign Principal Government of the Province of Alberta, Canada, (Minister of International and Intergovernmental Relations.)	4. Principal Address of Foreign Principal 10155 102 Street, NW - 13th Floor Edmonton, Alberta, Canada T5J 4G8
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5. Indicate whether your foreign principal is one of the following:

- Foreign government  
 Foreign political party  
 Foreign or domestic organization: If either, check one of the following:
- |                                      |                                                |
|--------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee             |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group       |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |
- Individual-State nationality \_\_\_\_\_

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant  
International and Intergovernmental Relations
- b) Name and title of official with whom registrant deals  
Paul Whittaker, Deputy Minister

7. If the foreign principal is a foreign political party, state:

- a) Principal address  
n/a
- b) Name and title of official with whom registrant deals
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

n/a

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal Yes  No

Owned by a foreign government, foreign political party, or other foreign principal Yes  No

Directed by a foreign government, foreign political party, or other foreign principal Yes  No

Controlled by a foreign government, foreign political party, or other foreign principal Yes  No

Financed by a foreign government, foreign political party, or other foreign principal Yes  No

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes  No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

n/a

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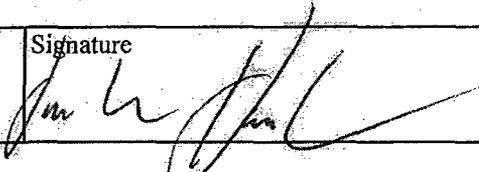
REC'D - ENVIRONMENTAL

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

n/a

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
	Jonathan Feinstein, Sr. VP-Environmental Science	

U.S. Department of Justice

Washington, DC 20530

## Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
VHB Engineering, Surveying and Landscape Architecture,  
P.C., the New York affiliate of Vanasse Hangen Brustlin, Inc.,  
a Massachusetts corporation

2. Registration No.

6157

3. Name of Foreign Principal

Government of the Province of Alberta, Canada (Minister of International and Intergovernmental Relations)

Check Appropriate Box:

4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see contract responsibilities under attached contract, Exhibit A.

Mr. Manning will provide advice and oral briefings for the Deputy Minister of the Department of International and Intergovernmental Relations for the Province of Alberta. The primary focus will be to help Alberta enhance its messaging to U.S. audiences through direct meetings, visits to the U.S. by Alberta government officials, and presentations by Mr. Manning directly at conferences.

Examples of outreach include: participation in visits by Alberta elected officials and staff with federal and state policy makers, staff, and government agencies; speaking and power point presentations at conferences; supporting Alberta officials at conferences such as the National Conference of State Legislators and the Energy Council.

Messaging primarily relates to Alberta's exports of energy to the U.S.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Mr. Manning will accompany Alberta public officials and elected policy makers when they meet with U.S. Federal officials such as the Department of State and the Department of Energy. He will also support such meetings with U.S. Federal and State elected officials, their staff and administration.

A key role will be public presentations when called upon by organizations such as the National Conference of State Legislators, the Energy Council and the Canada U.S. Mexico cross border forum. In some cases, Mr. Manning will attend and monitor the discussions, in other cases he will present orally or with power point at those conferences. In some cases he will attend as Alberta or Canadian officials make presentations.

The primary discussions may turn on the trading relationship between Alberta and the U.S. Alberta is interested in expanding energy exports, particularly to U.S. markets and infrastructure projects such as the Keystone XL pipeline are seeking approval before U.S. regulatory agencies. It will be Mr. Manning's role to support public education and advocate for a better understanding of the economic and energy security benefits of Canadian Energy for the U.S.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Mr. Manning has been serving as a external affairs officer for his previous employer, Keyspan, a New York based energy utility. In that capacity, Mr. Manning has been actively engaged with and developing relationships with elected officials at all levels of government. He will maintain those relationships to assist his value in understanding current issues and to remain current on energy policy for other clients of VHB.

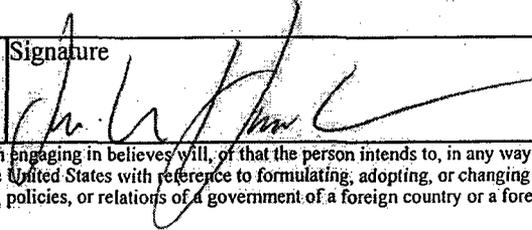
Mr. Manning also serves as the Executive Director of the New York Smart Grid Consortium supporting efforts of its members to advance Smart Grid investment in New York State. His political relationships are important to his personal ability to perform his responsibilities for the Consortium.

In the course of remaining active in the political communities, Mr. Manning will often speak as an energy expert with reference to his role in Smart Grid, as energy practice leader for VHB (which is a leading engineering firm permitting transmission, pipeline infrastructure, and renewable energy), as well as one knowledgeable on energy trade between Alberta and the U.S.

In the interest of communicating with elected officials, Mr. Manning's conversations will take place in direct meetings, conferences, and perhaps in a political forum, as the opportunities present themselves. He will be hoping to educate various U.S. audiences on the benefits of Smart Grid technology, energy infrastructure, and trade with Alberta.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
	Jonathan Feinstein, Sr. VP- Envir. Science	

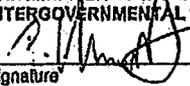
Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



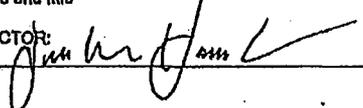
**Government of Alberta**   
International and Intergovernmental Relations

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

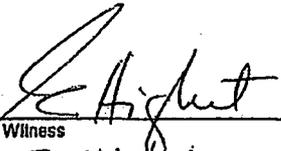
HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF ALBERTA, AS REPRESENTED BY  
THE MINISTER OF INTERNATIONAL AND  
INTERGOVERNMENTAL RELATIONS

  
\_\_\_\_\_  
Signature

DM - IIR  
\_\_\_\_\_  
Print name and title

CONTRACTOR:  
PER:   
\_\_\_\_\_  
Signature

JONATHAN L FEINSTEIN  
\_\_\_\_\_  
Print name and title

  
\_\_\_\_\_  
Witness  
E. Hignat  
\_\_\_\_\_  
Print name

Government of Alberta  
International and Intergovernmental Relations

Terms and Conditions

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- 1 **Entire agreement - Effective date**  
1.1 This Agreement sets out the entire agreement between the Contractor and the Minister. No other agreement exists between the two parties except what is written in this Agreement.  
1.2 This Agreement is not binding and does not obligate the parties to perform work or make payments of any kind until both parties have signed this Agreement.
- 2 **Responsibilities of Contractor**  
2.1 The Contractor warrants that the Contractor is properly qualified, licensed, equipped and financed to provide the Services.  
2.2 The Contractor shall provide the Services during the Term:  
(i) according to the terms and conditions of this Agreement,  
(ii) personally, or using only competent employees,  
(iii) according to generally accepted standards of competency in the field of endeavour associated with the Services and all applicable professional standards,  
(iv) in close liaison with the Minister's representatives.  
2.3 The Contractor shall ensure that the Contractor's employees, officers, and agents, as applicable, comply with the terms and conditions of this Agreement.  
2.4 The Contractor and its employees, contractors and agents do not become employees of the Government of Alberta through their activities under this Agreement.
- 3 **Payments**  
3.1 Subject to clause "3" on the front of this Agreement, (i) if the Minister is satisfied with the Contractor's performance of the services, and (ii) expenses claimed by the Contractor are at the rates and costs set out in section 5.1 and are supported by proper receipts, payments to the Contractor will be made within 30 days of receipt of the Contractor's invoice. Invoices must include a separate entry for charges for services performed, an hourly breakdown of services, if applicable, and expenses incurred by the Contractor.
- 4 **Withholdings and security for performance**  
4.1 Payments made to the Contractor are subject to:  
(i) withholding and other Canadian tax laws, and  
(ii) at the Minister's discretion, withholding of up to 15% of any invoice amount for the purpose of providing security for completion of the services.
- 5 **Expenses**  
5.1 Expenses incurred on behalf of the Contractor are governed by the following:  
(i) for travel by automobile directly related to the performance of the services, reimbursements shall be paid at the kilometrage rates as determined by the Public Service Subsidies, Travel and Moving Expenses Regulation (<http://www.chr.alberta.ca/Practitioners/7file=regtravelhiltspe&f=819X> "the Regulation"), as amended;  
(ii) for costs incurred directly related to performance of the services for  
- travel by public conveyance,  
- meals and accommodations, and  
- telephone, courier and other communication services,  
reimbursement will be paid at Government rates, as set out in the "Regulation", as amended, or where no rate is specified, reasonable rates. Copies of receipts or invoices should accompany the invoice.  
5.2 The Contractor must obtain the written approval of the Minister prior to incurring expenses.
- 6 **No federal taxes payable by the Minister**  
6.1 The Minister will not pay or reimburse the Contractor for any federal tax on goods or services provided to the Minister under the terms of this Agreement.
- 7 **Statements, invoices and accounts**  
7.1 The Contractor must:  
(i) keep statements, invoices, accounts, receipts and other records of the costs and expenses incurred in performing the services including all payroll records, and other documents relating to such costs and expenses for a period of seven years; and  
(ii) on demand, permit the Minister to examine, audit and take copies or extracts from the accounts, records or documents for the purpose of verifying either performance of services or expenses incurred under this Agreement.
- 8 **Evaluation**  
8.1 The Contractor shall permit any representative of the Minister to evaluate the Services through  
(i) on-site visits,  
(ii) observation of the Services in progress,  
(iii) access to the records maintained under section 7.1, and  
(iv) oral or written communications with the individuals provided with the Services, or employees, officers or agents, as applicable, of the Contractor, or all of them.  
8.2 The Contractor shall cooperate with the Minister in the completion of any evaluation and shall revise the Services as directed by the Minister.
- 9 **Reduction of Services and Termination**  
9.1 The Minister may terminate this Agreement, without cause and on written notice, by giving the Contractor ten days notice in writing.  
9.2 The Minister, on written notice to the Contractor, may reduce the scope of the Services.  
9.3 If this Agreement is terminated under section 9.1, or the scope of the Services is reduced under section 9.2, and the Contractor has incurred costs directly related to the Services over which the Contractor had no reasonable control, the Minister, at the Minister's discretion, may pay the Contractor for those costs.  
9.4 If the Agreement is terminated under section 9.1, the Minister shall pay the Contractor, on receipt and acceptance by the Minister of an invoice, for any portion of the Services provided to the Minister's satisfaction as of the effective date of termination.
- 10 **Conflict of interest**  
10.1 As soon as reasonably possible after becoming aware of a personal interest that causes or is likely to cause a conflict of interest in relation to the performance of this Agreement, the Contractor must give notice of the interest to the Minister. Once obligated to give notice of personal interest, the Contractor may not commence nor continue the services until instructed to do so by the Minister. If, in the opinion of the Minister, a conflict of interest warrants such action, the Minister may give notice of termination of this Agreement to the Contractor.
- 11 **Contractor's obligation regarding confidentiality**  
11.1 The Contractor agrees to keep strictly confidential all materials and information acquired under this Agreement. The Contractor must not use or disclose the materials or information in any manner to third parties without the written consent of the Minister.
- 12 **Amendments**  
12.1 This agreement may only be amended by the written consent of both parties.
- 13 **Ownership and Copyright**  
13.1 Ownership of any work, information or materials, regardless of form, and including any copyright, patent, industrial design process or trademark, acquired or produced under this Agreement by the Contractor, its employees or agents shall vest in the Minister and the Contractor shall retain no right, title or interest in them.  
13.2 Where applicable, the Contractor agrees to obtain permission to use copyright materials, which the Contractor has reproduced and incorporated into the items referred to in section 13.1, and to provide the Minister with copies of these written permissions.  
13.3 The Contractor irrevocably waives in whole all moral rights and shall ensure that the Contractor's employees and agents irrevocably waive in whole all moral rights in respect of the original materials developed or acquired under this Agreement and declares that these waivers shall operate in favour of the Minister and the Minister's assignees and licensees.  
13.4 At any time during this Agreement or on the termination or conclusion of this Agreement, the Minister may require that the Contractor return to the Minister any materials created, obtained or maintained by the Contractor, or provided by the Contractor for use in providing the services. On receipt of notice to return these materials, the Contractor shall return them promptly to the Minister at the Contractor's expense.
- 14 **Hold Harmless and Liability**  
14.1 The Contractor agrees to indemnify and hold harmless the Minister from any and all third party claims, demands, actions or suits (including legal costs on a solicitor-client basis) for which the Contractor is legally responsible, including those arising out of negligence or willful acts by the Contractor or the Contractor's employees or agents. This hold harmless provision shall survive this Agreement.

# Government of Alberta

## International and Intergovernmental Relations

- 15 **Occupational Health and Safety - Workers' Compensation**  
15.1 The Contractor will comply with the Occupational Health and Safety Act and the Workers' Compensation Act. On request, the Contractor will provide the Minister with a certificate from the Workers' Compensation Board showing the Contractor is registered and is in good standing with the board, if applicable.
- 16 **General Liability Insurance**  
16.1 The Contractor shall, at its own expense and without limiting its liabilities herein, insure its operations under a contract of General Liability Insurance, in accordance with the Alberta Insurance Act, in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof.  
16.2 Evidence of the insurance required in section 16.1 in a form acceptable to the Minister will be provided to the Minister on the Minister's request.
- 17 **No assignment or subcontracting**  
17.1 No part of this Agreement or the Services may be assigned or subcontracted without the prior written consent of the Minister.
- 18 **Freedom of Information and Protection of Privacy**  
18.1 The contractor acknowledges that the *Freedom of Information and Protection of Privacy Act* applies to all information and records relating to, or obtained, created or collected under this contract.
- 19 **Lobbyist Act**  
19.1 The contractor acknowledges that the *Lobbyist Act* establishes certain obligations and prohibitions with respect to lobbying and contracts for paid advice, as those terms are defined in the *Lobbyist Act*; and it is responsible for complying with the *Lobbyist Act* during the contract.
- 20 **Dispute Settlement**  
20.1 The Parties agree to use their best efforts to resolve any disputes arising between them as reasonably, efficiently and cost-effectively as possible.  
20.2 At all relevant times, the Parties will:  
(i) try to resolve all disputes by negotiations, in good faith and acting reasonably, ensure their representatives will meet, negotiate in good faith, acting reasonably and try to resolve disputes without litigation, controversy or any claim arising from this agreement, or breach of it, and  
(ii) provide frank, candid and timely disclosures of all relevant facts, information and documents to facilitate those negotiations.  
20.3 If a dispute cannot be resolved through negotiations under section 20.2 the parties agree to participate in mediation with mutually acceptable mediator.  
20.4 The parties will share the cost of the mediator equally and bear their own costs of mediation.  
20.5 If the parties cannot agree on a mediator they will accept the appointment of a mediator by the President or Executive Director of the Alberta Arbitration and Mediation Society to arrange for mediation.  
20.6 The parties agree that any efforts to resolve their dispute by negotiations under section 20.2 or with the assistance of a mediator, at any time during or after the term of the agreement, does not suspend the expiration of any time limitation for taking action under the agreement unless the parties have specifically agreed in writing to waive or vary that time requirement.  
20.7 Unless otherwise instructed by the Minister or delegate in a notice, the Contractor will continue to carry out its obligation under and in accordance with any proceedings under this section.
- 21 **General**  
21.1 If any provision of this Agreement is found to be or deemed to be illegal or invalid, the remainder of this Agreement is unaffected.  
21.2 This Agreement is governed by the laws of the Province of Alberta.

**Contract responsibilities**

- Providing information, analysis and advice on political and economic developments in Washington, D.C., that contributes to the determination of Alberta's energy, trade, environmental, agricultural, investment and economic diversification strategies.
- Advancing Alberta's economic interests and policy objectives with key U.S. decision-makers and influencers thereby enhancing Alberta's profile as a safe, secure, reliable and environmentally responsible economic partner.
- Conducting selected outreach and advocacy activities in the U.S in order to profile Alberta's capacity to enhance both U.S. energy security and economic prosperity.
- Contributing to the ongoing assessment of Alberta's U.S. strategies, including promotion of closer economic ties.
- Assisting in missions to Washington by Alberta's Premier, Ministers, MLAs, and senior officials that advance Alberta's interests in key policy areas.
- Contributing to the development of Alberta's close relations with state governments and state government organizations.

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